

**AGREEMENT between the Republic of Seychelles and the Distant Water
Fisheries Branch of China Fisheries Association on fishing activities in Seychelles
Waters**

THE REPUBLIC OF SEYCHELLES (hereinafter referred to as "Seychelles") of the one part

And Distant Water Fisheries Branch of China Fisheries Association, (hereinafter referred to as "the Association") of the other part

RECALLING that Seychelles exercises sovereignty or jurisdiction over the resources within its Exclusive Economic Zone (EEZ) which extends up to 200 nautical miles from its coasts,

CONSIDERING the close working relationship between the Seychelles and the Association, particularly in their mutual desire to intensify that relationship,

HAVING REGARD to the United Nations Convention on the Law of the Sea,

AWARE of the importance of the principles established by the Code of conduct for responsible fisheries adopted at the FAO Conference in 1995,

DETERMINED to cooperate, in their mutual interest, in promoting the introduction of responsible fisheries to ensure the long-term conservation and sustainable exploitation of marine living resources,

CONVINCED that such cooperation must take the form of initiatives and measures which, whether taken jointly or separately, are complementary, consistent with policy and ensure synergy of effort;

DESIROUS of establishing terms and conditions governing the fishing activities of Association vessels in the waters of Seychelles and the Association support for the promotion of responsible fishing in those waters,

RESOLVED to pursue closer economic cooperation in the fishing industry and related activities between the Parties.

HAVE AGREED AS FOLLOWS:

ARTICLE 1

1. The purpose of this Agreement is to establish the terms and conditions under which vessels owned and operated by the members of the Association or vessels operated by the members of the Association all of which are hereinafter referred to collectively as "Company vessels" or singly as "Company vessel" may carry out longline tuna fishing in the waters over which Seychelles has jurisdiction or sovereignty (hereinafter referred to as "Seychelles Waters")

ARTICLE 2

- 2.1 The fishing activities under this Agreement shall be subject to the terms and conditions set out in this Agreement, more particularly in Annex I, and to the Laws of Seychelles.
- 2.2 The Association undertakes to take all necessary steps to ensure that the Company vessels comply with this Agreement and the laws relating to fishery in Seychelles.

ARTICLE 3

- 3.1 Seychelles shall permit a Company vessel covered by this Agreement to fish for tuna and associated species caught by the tuna longliners in Seychelles Waters during and in accordance with this Agreement.
- 3.2 The number of fisheries opportunities granted under this Agreement shall be 35 long liners.
- 3.3 The class and other particulars of the Company vessels covered by this Agreement are specified in Annex 2.

ARTICLE 4

- 4.1 Fishing activities by a Company vessel in Seychelles Waters may be carried out only pursuant to a licence granted by Seychelles.
- 4.2 The grant of a licence to a Company vessel shall be subject to the payment of the licence fee by the owner of the vessel.
- 4.3 The formalities for making applications for licences, the terms of the licences, the manner and method of computing the licence fees and the method of payment of the licence fees are set out in Annex 3.

ARTICLE 5

- 5.1 The Parties undertake to co-ordinate action to ensure the proper management and conservation of living resources, particularly the highly migratory species, in the Indian Ocean, especially in and around Seychelles Waters.
- 5.2 Seychelles may at any time take such measures as it deems necessary in the circumstances or in compliance with its international obligation in order to conserve and protect fish stocks in and around Seychelles Waters.
- 5.3 Subject to paragraph 5.4, before implementing any measures referred to in paragraph 5.2 which would affect the fishing activities of the Company vessels, Seychelles shall notify the Association and the Parties shall determine by agreement the most convenient ways to implement the measures.
- 5.4 In the absence of an Agreement under paragraph 5.3 or where Seychelles is of the opinion that the measures referred to in paragraph 5.2 have to be implemented immediately, based on scientific evidence, Seychelles may after notifying the Association, take immediate steps to enforce any measures referred to in paragraph 5.2 and the Association shall ensure that the Company vessels comply with the measures.

ARTICLE 6

- 6.1 In the event of a dispute concerning the interpretation or application of this Agreement the Parties shall consult each other with a view to settle the dispute by agreement.
- 6.2 If the Parties cannot settle the dispute by Agreement, any party may refer the matter in dispute for settlement by arbitration in accordance with Annex 4.

ARTICLE 7

7. The Annexes to this Agreement form an integral part of this Agreement and, unless otherwise specified, a reference to this Agreement shall also constitute a reference to the Annexes.

ARTICLE 8

- 8.1 This Agreement shall come into force on the 1st June 2006 (hereinafter referred to as the commencement date) and shall, unless determined in accordance with Article 9, continue into force for a period 1 year from the commencement date.
- 8.2 The Parties may, at the end of the 1 year period referred to in paragraph 8.1, by agreement, and after making such amendments or modifications to this Agreement, as they may agree between them, extend this Agreement for such further periods as they may agree.
- 8.3 A party who is desirous of obtaining an extension to this Agreement as provided under paragraph 8.2 shall, not later than 3 months before the end of the 1 year period referred to in paragraph 8.1, notify the other party in writing of its intention to this effect and the other party shall within one month of receipt of the written notice advise the party in writing whether it is agreeable to enter into negotiation with a view to extend this Agreement.

ARTICLE 9

9. Either party may determine this Agreement by giving to the other party ninety days notice in writing of intention to do so. The determination of this Agreement shall become effective ninety days after the date of receipt by the other party of the notice of intention to determine the Agreement.

ARTICLE 10

10. Notwithstanding the expiration of this Agreement at the end of its term referred to in Article 8 or its determination under Article 9 or the taking of any measure under Article 5 by Seychelles, a Company vessel and the master or owner of the Company vessel shall continue to be jointly and severally liable for any breach of any provision of this Agreement or any law of Seychelles which occurred before the expiration or determination of the Agreement or the taking of any measure under Article 5 or for any licence fee or any part of a licence fee due but not paid at the time of the expiration or determination of this Agreement or the taking of any measure under Article 5.

ARTICLE 11

11. This Agreement shall be subject to the laws of Seychelles.

ARTICLE 12

A notice required to be served under this Agreement shall be deemed to have been served if sent by telefax, or registered mail to

(a) in the case of Seychelles

Managing Director
Seychelles Fishing Authority
P O Box 449
Mahé
SEYCHELLES

Tel No: 00248 670312
Telefax No: 00248 224508
Email: management@sfa.sc

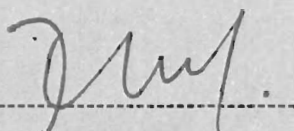
(b) in the case of the Association

Vice-Secretary General
Distant Water Fisheries Branch of China Fisheries Association
Room 9019
Jingchao Mansion
No. 5 Nongzhanguan Nanlu
Chaoyang District, Beijing, 100026,
P. R. China.

Tel No: 008610 65850667
Telefax: 008610 65850551
Email: admin@tuna.org.cn

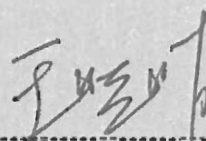
IN WITNESS WHEREOF the authorised representatives of the Parties have signed this Agreement

made in duplicate on this 12th day of May 2006, Victoria, Mahé, Seychelles



Mr. Findlay Racombo
Chairman of Seychelles
Fishing Authority

FOR AND ON BEHALF
OF SEYCHELLES



Mr. Huang Boashan
Vice-President of Distant Water
Fisheries Branch of China
Fisheries Association.

FOR AND ON BEHALF
OF THE ASSOCIATION

ANNEX 1

CONDITIONS UNDER WHICH FISHING ACTIVITIES MAY BE CARRIED OUT

1. FISHING ZONES

The Company vessels shall not fish in the zones where fishing by foreign vessels is prohibited under the Fisheries Regulations 1987 or any other laws of Seychelles and within three miles around any Fish Aggregating Devices placed by the authorities of Seychelles. The Seychelles Fishing Authority shall notify the Association of any relevant laws of Seychelles referred to in this paragraph and of the location of any Fish Aggregating Device placed by the authorities of Seychelles.

2. LANDING, TRANSHIPPING AND BY-CATCH

- (i) Fish caught, by the Company vessels in Seychelles Waters shall be landed or transhipped in Port Victoria, except as otherwise authorised by the Seychelles Fishing Authority.
- (ii) The owners of the Company vessels shall, at the request of Seychelles, sell on conditions agreed by both parties such amount of their by-catch as the Seychelles side may request.

3. BUNKERING AND VICTUALLING

The Company vessels shall endeavour to procure all their supplies, including fuel and other services required for their fishing activities in Seychelles Waters, in Seychelles.

4. COMMUNICATION

4.1 The Company vessels shall, wherever they are in Seychelles Waters, report on Tuesday and Friday to the Seychelles Fishing Authority by fax or email their position and particulars of their efforts and catches as set out in Appendix 1.

4.2 The Company vessels shall notify the Seychelles Fishing Authority of their intention to enter or exit the Seychelles EEZ in the format prescribed in items 1 and 2 respectively, of Appendix 1.

4.3 Entry/Exit reports shall be communicated within 12 hours before the event. Subsequent to the initial notification of entry, if the company vessels intend to exit and, thereafter, make multiple entry and exit during which fishing operations are contained within a 30 nautical miles zone outside the Seychelles EEZ, the company vessels shall be exempted from this requirement.

5. CATCH REPORT

- 5.1 The Company vessels licensed to fish in Seychelles waters shall fill a catch report, in the format set out in Appendix 2, for each trip it undertakes in Seychelles waters. In the absence of catches, the catch reports shall still be filled in with the notation 'nil' concerning catches with all the necessary effort information and fishing positions. For the periods in which the Company vessel was not present in Seychelles waters, it should provide the above mentioned catch report with the notation 'Outside Seychelles EEZ'.
- 5.2 The Association shall ensure that the catch report of the Company vessels, in the format as set out in Appendix 2, shall be forwarded to the Authority on arrival at Port Victoria or after the vessels finish their operation in Seychelles waters.

6. VESSEL MONITORING SYSTEM

- 6.1 The Company vessels fishing under this Agreement shall be monitored, inter alia by vessel monitoring systems without discrimination, under the conditions set in Appendix 4. The VMS charges shall be borne by the Company.
- 6.2 An Administration fee of US\$ 500 shall be paid to the Seychelles Fishing Authority for the management of the VMS under the agreement for license of six months and of one year.

DESCRIPTION OF COMPANY VESSELSTypical particulars

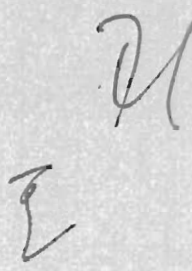
- | | |
|---|---|
| 1. Average gross tonnage | .600 |
| 2. Overall length | 56 metres(183.68 feet) |
| 3. Hull | Steel (painted in white) |
| 4. Engines | Diesel Engine I
Brake Horse Power 1100 |
| 5. Communication Equipment | Radio, Fax, Mini-M |
| 6. Navigational Equipment | Loran, Direction Finder, Depth Sounder,
Radar, Auto Pilot, Gyrocompass |
| 7. Freezing Machinery | Semi Air Blast System
Daily capacity - 8 tons |
| 8. Fishing Gear
(To be used per set) | Longline 500 Baskets
One basket consists of:
<ul style="list-style-type: none"> - Longline 300 meter x 1 - Branch line 20-30 meter x 5 - Hook 5 - Float line 25 meter x 1 - Buoy |
| 9. Fish storage and
Holding facilities | Freezing chamber 4 113 M3 (-60x C)
Lobby 2 49 M3 (-50 x C)
Fish Hold 5 496 M3 (-55 x C) |
| 10. Number of Crew | Total 26 (Officers 6, Seamen 20) |

LICENCE

1. APPLICATION

- (1) An application for a licence shall be made by the owner or operator of a Company vessel through the Association in the prescribed form as set out in Appendix 3 to the Seychelles Licensing Authority.
- (2) The application shall be presented by the licensed Agent(s) in Seychelles appointed by the Association.
- (3) An application shall be lodged to the Seychelles Fishing Authority at least 5 working days before the date the Company vessel intends to start fishing in the Seychelles Waters.

2. LICENCE

- (1) The licence will be issued to the owner or operator of the Company vessel for the vessel specified in the licence.
 - (2) Subject to subparagraph (3) of this paragraph, a licence is not transferable.
 - (3) Seychelles may on request, consider the substitution of a Company vessel specified in a licence (referred to herein as the "old vessel") by another Company vessel (referred to herein as the "new vessel") if the old vessel is lost.
 - (4) Where Seychelles agrees to the substitution referred to in subparagraph (3) of this paragraph the original licence shall be returned to the Seychelles Licensing Authority and the Seychelles Licensing Authority shall issue a new licence. The new licence shall be subject to the same terms and conditions as the original licence and the original licence shall cease to have effect as of the date of the issue of the new licence.
 - (5) The licence number shall at all times be displayed in accordance with Regulation 6(h) (ii) of the Fisheries Regulations 1987.
 - (6) A licence shall not exceed beyond the term of this Agreement
 - (7) The licence fee is non-refundable.
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3. LICENCE FEE

The licence fee shall be as follows:

The licence fee shall be as follows:

US\$5,000 per month per vessel for vessels of Gross Registered Tonne of 499 tonnes or less and an additional amount of US\$3,000 for each additional thirty (30) days license period within the license period starting from 1st June of each year to the 31st May of the following year.

Or

US\$10,500 Per vessel for vessels of Gross Registered Tonne of 499 tonnes or less for a consecutive license period of six months.

Or

US\$12,500 per annum per vessel for vessels of Gross Registered Tonne of 499 tonnes or less.

US\$6,000 per month per vessel for vessels of Gross Registered Tonne of 500 tonnes or more and an additional amount of US\$3,500 for each additional thirty (30) days license period within the license period starting from 1st June of each year to the 31st May of the following year.

Or

US\$12,500 per vessel for vessels of Gross Registered Tonne of 500 tonnes or more for a consecutive license period of six months.

Or

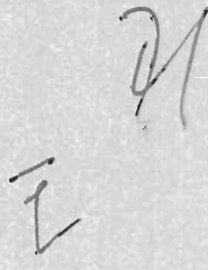
US\$14,500 per annum per vessel for vessels of Gross Registered Tonne of 500 tonnes or more.

4. PAYMENT

Any licence fees shall be payable in US\$ and be remitted to the account of the Seychelles Licensing Authority at the Central Bank of Seychelles, Independence Avenue, Mahé, Seychelles.

The bank account details shall be transmitted to the Association upon signature of the Agreement.

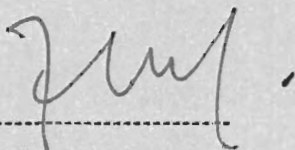
ARBITRATION

1. Within one month from the date on which either Party has formally requested that a dispute be submitted to arbitration in accordance with Article 6 of this Agreement, each Party shall appoint one member of the arbitration tribunal and these two members shall, within two months from the same date, agree upon a national of a third state, not being a national of either Seychelles or China who shall be appointed chairperson.
 2. The Party requesting arbitration shall submit a statement of its claim and the grounds on which such claim is based to the other party at the time of making a request for arbitration.
 3. If the period specified in paragraph 1 has not been observed, or if the parties fail to agree upon a national of a third state as provided in paragraph 1, either Party may, in the absence of any other relevant arrangement, invite the Chief Justice of Seychelles to make the necessary appointment.
 4. The arbitration tribunal shall hold its meetings in Seychelles.
 5. The arbitration tribunal shall, on the basis of the present Agreement and of other rules of international law, reach its decision by a majority of votes. Such decisions shall be binding. Although the cost of the arbitration tribunal shall normally be borne in equal parts by both Parties, the arbitral tribunal may rule otherwise concerning costs. In all other respects, the arbitration tribunal shall determine its own procedures.
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Memorandum of Understanding

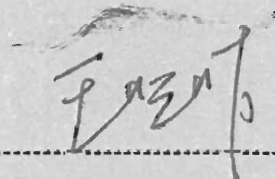
WHEREAS the Republic of Seychelles and the Distant Water Fisheries Branch of China Fisheries Association have entered into a fishing agreement dated 12th day of May 2006, the Republic of Seychelles undertakes to suspend Articles 2 (i), 2 (ii) and 3 of Annex I of the said Agreement.

Dated this 12th day of May 2006



Mr. Findlay Racombo
Chairman of Seychelles
Fishing Authority

FOR AND ON BEHALF
OF SEYCHELLES



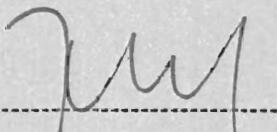
Mr. Huang Boashan
Vice-President of Distant Water
Fisheries Branch of China
Fisheries Association.

FOR AND ON BEHALF
OF THE ASSOCIATION

Memorandum of Understanding

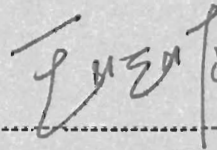
WHEREAS the Republic of Seychelles and the Distant Water Fisheries Branch of China Fisheries Association have entered into a fishing agreement dated 12th day of May 2006, the Republic of Seychelles undertakes to suspend Articles 4.1 of Annex I of the said Agreement. The Association, wherever the Company vessels are in Seychelles Waters, agrees to present the data of Licensed Vessels as set out in Appendix I of the said Agreement, which data will be submitted to the Seychelles Fishing Authority at every Wednesday of following week.

Dated this 12th day of May, 2006



Mr. Findlay Racombo
Chairman of Seychelles
Fishing Authority

FOR AND ON BEHALF
OF SEYCHELLES



Mr. Huang Boashan
Vice-President of Distant Water
Fisheries Branch of China
Fisheries Association.

FOR AND ON BEHALF
OF THE ASSOCIATION

Appendix I

COMMUNICATION FORMAT REPORT

1. ENTRY REPORT FORMAT (WITHIN 12 HOURS BEFORE THE EVENT)

(CONTENT)	(TRANSMISSION)
(1) ADDRESSEE	SFA
(2) ACTION CODE	IN
(3) VESSEL NAME	
(4) CALL SIGN	
(5) POSITION OF ENTRY	
(6) DATE AND HOUR (GMT) OF ENTRY	
(7) CATCH ON BOARD (TENTH OF TONS)	
ALBACOREAL	
BIGEYEBE	
YELLOWFINYF	
OTHERSOT	

2. DEPARTURE REPORT FORMAT (WITHIN 12 HOURS BEFORE THE EVENT)

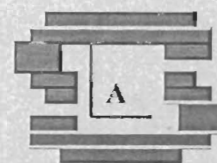
(CONTENT)	(TRANSMISSION)
(1) ADDRESSEE	SFA
(2) ACTION CODE	OUT
(3) VESSEL NAME	
(4) CALL SIGN	
(5) POSITION OF DEPARTURE	
(6) DATE AND HOUR (GMT) OF DEPARTURE	
(7) CATCH ON BOARD (TENTH OF TONS)	
ALBACOREAL	
BIGEYEBE	
YELLOWFINYF	
OTHERSOT	

3. WEEKLY CATCH REPORT FORMAT
(EVERY TUESDAY AND FRIDAY OR DATE OF DEPARTURE WITH DEP. REPORT)

(CONTENT)	(TRANSMISSION)
(1) ADDRESSEE	SFA
(2) ACTION CODE	WCR
(3) VESSEL NAME	
(4) CALL SIGN	
(5) CATCH BY SPECIES (PRODUCED WEIGHT) AFTER LAST REPORTING (TENTH OF TONS)	
ALBACOREAL	
BIGEYEBE	
YELLOWFINYF	
OTHERSOT	
(6) EFFORT: NUMBER OF SET	

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SEYCHELLES LICENSING AUTHORITY
P.O. BOX 3
VICTORIA, MAHE
REPUBLIC OF SEYCHELLES



TEL: 224314

TELEFAX: 224256

APPLICATION FOR A FOREIGN FISHING VESSEL LICENCE
(In accordance with Licences (Fisheries) Reg. 1987)

Name of applicant
Residential/Postal Address Tel No.....

Names/Address of owner or Charterer (if different from above)
.....

Name/Address of agent or other legal representative in Seychelles
.....

Name/Address of Master of vessel
.....

Name of vessel Length

Type of vessel Registered net tonnage.....

Engine type and horse power GRT N/T.....

Port and Country of registry Speed.....

Registration number Construction.....

Radio call sign/Signal letter Loading Cap.....

Frequency
.....

Description of fishing operations authorised:
.....
.....

Areas to be fished-
.....

Species of fish to be taken Tunas and Marlins

Requirements concerning disposal of by-catch

Reporting requirements as per Fisheries Regulations 1987
.....

Authorised landing places :
.....

Period of validity from to.....

I hereby certify that the particulars given are true and correct

Date..... Signature of Applicant.....
.....

Processing fees SR..... Licence fees

Paid Cash/Cheque No Receipt No

FOR OFFICIAL USE

PROVISIONS ESTABLISHING THE METHOD TO BE USED FOR THE TRANSMISSION OF DATA RELATING TO SATELLITE MONITORING OF THE POSITION OF THE COMPANY VESSELS FISHING UNDER THE AGREEMENT BETWEEN THE REPUBLIC OF SEYCHELLES AND DISTANT WATER FISHERIES BRANCH OF THE CHINA FISHERIES ASSOCIATION

This protocol seeks to give the Seychelles Fishing Authority (SFA) the necessary management tool to effectively monitor the movements of Company Vessels that are licensed to operate within the Seychelles EEZ under the Agreement between the Republic of Seychelles and the Distant Water Fisheries Branch of the China Fisheries Association referred hereinafter as the Seychelles/Association Fisheries Agreement. For the effective implementation of this Protocol it is recommended that there should not be any form of discrimination between the reporting requirements of any foreign vessels that are licensed by the Seychelles Government to harvest resources inside the Seychelles Exclusive Economic Zone (EEZ).

1. For the purpose of satellite monitoring, it is agreed by the Seychelles Fishing Authority (SFA) and the Association that the Argos and/or Inmarsat C transmitter shall be used by the Company fishing vessels. The SFA shall, if necessary, communicate to the Service Provider utilized by the Association fishing vessels licensed to fish in the waters of the Seychelles, the coordinates (latitude and longitudes) of the Seychelles Exclusive Economic Zone.

The SFA will transmit this information in electronic format, expressed in degrees decimal in the Wgs-84 system datum.

2. The SFA and the relevant Service Provider will exchange information on their respective electronic addresses, X.25 format and/or electronic mail, and the specifications to be used by their respective Service Provider in accordance with the conditions established in points 5 and 7. This information will include as far as possible, the names, the telephone and fax number and the electronic addresses (Internet) that can be used for the general communications between the Seychelles Fishing Authority's Fisheries Monitoring Centre (SFA FMC) and the Service Provider.
3. The position of the vessels will be determined with a margin of error of less than 500 meters and with a confidence interval of 99%.
4. Company vessels licensed to fish in the Seychelles EEZ shall voluntarily switch on the VMS 12 (twelve) hours before prior to entry of the Seychelles EEZ. The transmitter shall be kept on at all times while the vessel is inside the Seychelles EEZ, except when the vessel is at anchor within the confines of Victoria Harbour. Vessels leaving the confines of

Victoria Harbour shall switch on their VMS transmitter at least 6 (six) hours prior to departure.

5. When a Company vessel enters into the Seychelles waters, subsequent position reports shall be communicated by the Service Provider to the Seychelles Fishing Authority's Fisheries Monitoring Centre automatically, in near real time, at least every hour (frequency). These messages are identified as Position Reports.
 6. The message referred to in item 5 shall be transmitted electronically in X.25 format or electronic mail, without any additional protocol. All messages will be communicated automatically, in near real time in accordance with the Argos (Ds or TX format) or Thrane & Thrane compatible Land earth Station format.
 7. In the event of a technical problem or malfunction of the satellite monitoring device installed on board the fishing vessel, notification of the problem or malfunction of the transmitter SFA shall notify the Agent to avoid misunderstanding by the language problem. Meanwhile, the master of the vessel shall send Global Position Report to the FMC of the SFA at 6:00 am 12:00p.m and 6:00p.m (Seychelles local time) as long as the ship is in Seychelles waters. This Global Position report will include the position reports as registered by the Master of the vessel on an hourly basis. In case of necessity or doubt, the Seychelles Fishing Authority (SFA) could ask for a determine vessel a transmission of the position report every hour. The Association shall investigate the causes of its problem through the communication with the vessels and report to SFA.
- Notwithstanding the above, Company vessels with defective equipment shall have the equipment repaired or replaced within 45 days or at the conclusion of its fishing trip if it is before 45 days.
8. Company vessels with defective satellite monitoring devices will not be allowed to renew their licences until the Seychelles Fishing Authority's Fisheries Monitoring Centre is satisfied that the device is functioning in accordance to point 5 above.
 9. Monitoring data transmitted in accordance with the provisions of this protocol shall be intended exclusively for, control, management, monitoring and enforcement by the Seychelles authorities of the Association fishing fleet licensed under the Seychelles/Association fishing agreement. These data cannot be communicated to other parties under any circumstances, except with the written consent of the vessel owner, on a case by case basis, or by an order of the Court in Seychelles.
 10. The parties agree to take all the necessary steps to fulfil the requirements relating to the messages provided for in item 5 upon being granted a licence to fish in the Seychelles or as soon as the licensed vessel enters the Seychelles EEZ.

11. It is agreed that, at the request of either party, there will be an exchange of information on the equipment used for satellite tracking, in order to ensure that the said equipment is fully compatible with the requirements of the other party for the purposes of this protocol.
12. Any problems arising out of the implementation of this Protocol will be discussed and resolved through the Provisions of Article 6 of the Agreement considering the friendship between two parties.
13. Any fishing vessel of the Association fleet, covered by the Seychelles/Association fisheries agreement, found fishing inside the Seychelles EEZ without a functional VMS transmitter, and not implementing item 7 of this Protocol, will be prosecuted under the Fisheries Laws of Seychelles.

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